

# **+**EL MONTE URGENT CARE**+**

11311 Garvey Ave El Monte CA 91732



657-234-8413



• 657-653-6282

**Name**-Last: \_\_\_\_\_ First: \_\_\_\_\_ M. I.: \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **SS #:** \_\_\_\_\_ **Gender:** ☐ Male ☐ Female

**Address:** \_\_\_\_\_ **Home** ☐ **Apt#:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone** Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

**Email:** \_\_\_\_\_

**Pharmacy:** \_\_\_\_\_

## **Person to notify in case of emergency:**

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

## **How did you hear about +EL MONTE URGENT CARE+?**

☐ Yelp ☐ Google ☐ Facebook ☐ Drive By ☐ Employer ☐ Relative ☐ Friend ☐ Doctor

☐ Internet (site) \_\_\_\_\_ ☐ Other: \_\_\_\_\_

**Are you presently under the care of a physician?** ☐ No ☐ Yes, Physician's Name: \_\_\_\_\_

**Do you have any allergies or reactions to medications?** ☐ None ☐ Yes, Which one? \_\_\_\_\_

**Do you have any major medical condition or surgeries?** ☐ None ☐ Yes, List \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Do you have any family member with any major medical condition or surgeries?** ☐ None ☐ Yes, List \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **What current medications are you taking?**

	MEDICATION	DOSE	HOW OFTEN
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

I, the undersigned, hereby authorize **+**EL MONTE URGENT CARE**+** to provide medical procedures to be performed on myself/child. By signing, I fully understand that I am responsible for any fees incurred regardless of insurance coverage or Medicare/Medi-Cal coverage.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## PHYSICIAN-PATIENT ARBITRATION AGREEMENT

**Article 1: Agreement to Arbitrate:** It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were necessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

**Article 2: All Claims Must Be Arbitrated:** It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by the physician including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the physician, and the physician's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the physician to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim.

**Article 3: Procedures and Applicable Law:** A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity, which would otherwise be a proper additional party in court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgement or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure Section 1283.05; however, depositions may be taken without prior approval of the neutral arbitrator.

**Article 4: General Provisions:** All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California statute limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the California Code of Civil Procedure provisions relating to arbitration.

**Article 5: Revocation:** This agreement may be revoked by written notice delivered to the physician within 30 days of signature. It is the intent of this agreement to apply to all medical services rendered any time for any condition.

**Article 6: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment) patient should initial below:**

Effective as of the date of first medical services

\_\_\_\_\_  
Patient's or Patient Representative's Initial

If any provision of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

I understand that I have the right to receive a copy of this arbitration agreement.

***NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.***

By: \_\_\_\_\_  
Physician's or Authorized Representative's Signature  
of EL MONTE URGENT CARE

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Patient's or Patient Representative's Signature

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Print Patient's Name

El Monte Urgent Care  
11311 GARVEY AVE EL MONTE CA 91732  
\_\_\_\_\_  
Print or Stamp Name of Physician, Medical Group, or  
Associate Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
(If representative, Print Name and Relationship to Patient)

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## MEDICAL SERVICES AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

Patient's Name: \_\_\_\_\_

- MEDICAL CONSENT:** I consent to any medical treatments or procedures which may be performed on an outpatient basis (including emergency treatment or services), which may include but are not limited to medications, injections, taking of medical photographs, laboratory procedures, and/or x-ray examinations provided to me under the general and special instructions of the physicians, staff, or other health care providers of El Monte Urgent Care assisting my care.
- FINANCIAL AGREEMENT:** I understand that all charges are due at the time of service. I agree to pay El Monte Urgent Care (herein referred to as "EMUC") for all charges for healthcare services and professional services provided to me by physicians and other healthcare professionals. Acceptable forms of payment include Cash, Visa, MasterCard, Discover and American Express. If I am a non-insured patient, I agree to pay for my visit in full at the time of service. If EMUC is a participating provider with my medical insurance, I understand that my co-pay, coinsurance, deductible and/or any outstanding balances are due at the time of service. I understand that my insurance policy is a contract between myself and my insurance company; EMUC is not involved. In order for EMUC to file claims and accept payments from my insurance carrier, I understand that I must present current insurance information at each visit and that EMUC will need to verify my health insurance coverage. In the event that EMUC is not able to verify my insurance eligibility and benefits before my visit, I agree to pay for my visit in full at the time of service. A refund will be issued if my insurance pays for the visit. I also understand that I am financially responsible for any services not covered by my insurance company. When my spouse or a financial guarantor signs this agreement, the spouse or the financial guarantor shall be jointly and individual liable with me. Should my account(s) be referred to an attorney or a collection agency for the collection, the undersigned shall pay the actual attorney's fees (including costs) and collections expenses incurred in addition to the other amounts due. Unpaid accounts referred to outside agencies for collection shall bear interest at the current rate per year from the date of referral.
- INSURANCE AUTHORIZATION AND RELEASE:** I request that payment of authorized benefits, including Medicare, and any other government sponsored program, private insurance, and any other health plans be made to EMUC for any services furnished by that provider. To the extent necessary to coordinate my health care or determine liability for payment and to obtain reimbursement for services rendered, I authorize EMUC to disclose portions of or all of my records, including my medical records to any person or corporation which is or may be liable for all or any portion of EMUC charges, including but not limited to insurance companies, health care service plans, governmental agencies, or worker's compensation carriers. I authorize EMUC to act as my agent to help me obtain any required pre-certification as well as acting as my agent to help me obtain payment from my insurance companies. I authorize my insurance companies to give EMUC any information required to fulfill this function. This will remain in effect until revoked in writing. A photocopy of this assignment and release is to be considered as valid as the original.
- RELEASE OF MEDICAL INFORMATION:** I hereby authorize EMUC to release any information in my chart to any practitioner, doctor, hospital, or medical institution to which I may be referred to assist in my care. Additionally, I authorize EMUC to provide a copy of my medical records to my primary care physician (PCP) to allow for continuity of care.
- NOTICE OF PRIVACY PRACTICES:** By signing this form, you acknowledge receipt of the "Notice of Privacy Practices" of EMUC. Our "Notice of Privacy Practices" provides information about how we may use and disclose your protected health information. We encourage you to read it in full. Our "Notice of Privacy Practices" is subject to change. If we change our notice, you may obtain a copy of the revised notice by contacting EMUC at (657) 234-8413.
- WITHDRAWAL OF CARE:** I understand that, if I am non-compliant, fail to keep my appointments, do not pay my fees, show any threatening behavior or rudeness toward any EMUC staff, EMUC has the legal right to withdraw medical care without written notice. I will not hold EMUC, and its providers, responsible for the discontinuation of my care under the California Enacted Patient Abandonment Laws. If I am signing this form as the patient's representative, I acknowledge withdrawal of care will pertain to the patient.
- PERSONAL VALUABLES:** EMUC shall not be liable for the loss of or damage to any money, documents, jewelry, glasses, dentures, furs, or other articles of unusual value and shall not be liable for loss or damage to any personal property.

El Monte Urgent Care, A Medical Corporation and the patient or the patient's representative, hereby enters into this agreement. The undersigned certifies that he/she has read and agree to the foregoing, received a copy thereof, and is the patient, the patient's representative or is duly authorized by the patient as the patient's general agent to execute the above and accept its terms.

\_\_\_\_\_  
Signature of Patient

\_\_\_\_\_  
Date

or

\_\_\_\_\_  
Signature of Patient's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Medical Practice's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Relationship of Representative to Patient

\_\_\_\_\_  
Date

